

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

A.G., individually,

Plaintiff,

v.

EVERETT SCHOOL DISTRICT, a public  
corporation; CATHY WOODS, an  
individual; JAMES DEAN, an individual;  
CRAIG VERVER, an individual,

No. 2:17-CV-01409

DEFENDANTS EVERETT SCHOOL  
DISTRICT, CATHY WOODS, AND  
JAMES DEAN'S ANSWER TO  
COMPLAINT FOR DAMAGES

Defendants Everett School District, Cathy Woods, and James Dean ("Defendants"), by and through their undersigned counsel, answer the allegations set forth in Plaintiff's Complaint for Damages (Dkt. 1) as follows (the numbered paragraphs in this Answer are intended to correspond directly with the paragraph numbers in Plaintiff's Complaint for Damages):

**I.**

1. Defendants lack sufficient information and knowledge to form a belief as to Plaintiff's residence, and therefore deny the same. Defendants deny all remaining allegations.

2. Defendant Everett School District admits that its primary place of business is at 3900 Broadway, Everett, Snohomish County, Washington. The remainder of the allegations set forth in this paragraph call for legal conclusions therefore Defendant Everett School District refers to the Court and denies the same.

DEFENDANTS EVERETT SCHOOL DISTRICT,  
CATHY WOODS, AND JAMES DEAN'S ANSWER  
TO COMPLAINT - 1  
No. 2:17-CV-01409  
641966

**PATTERSON BUCHANAN  
FOBES & LEITCH, INC., P.S.**

2112 Third Avenue, Suite 500, Seattle, WA 98121  
Tel. 206.462.6700 Fax 206.462.6701

5. This paragraph contains factual allegations against Mr. Verver that require no response by Defendants Everett School District, Cathy Woods, or James Dean. To the extent this paragraph sets forth allegations against Defendants Everett School District, Cathy Woods, or James Dean, they deny the same.

6. This paragraph of Plaintiff's Complaint for Damages calls for legal conclusions, therefore Defendants refer to the Court and deny the same.

7. This paragraph of Plaintiff's Complaint for Damages calls for legal conclusions, therefore Defendants refer to the Court and deny the same.

8. Defendants deny the allegations in this paragraph.

9. Defendants deny the allegations in this paragraph.

10. Defendants admit that Sarah Kelsey was deposed on August 9, 2017. Defendants admit that Ms. Kelsey testified consistently with the quoted portion of her deposition testimony in this paragraph. Defendants deny that Steve Garmanian asked Ms.

1 Kelsey to report a “sexualized touch that he witnessed Mr. Verver perpetrate against A.T.” or  
2 that Ms. Kelsey testified consistent with this allegation.

3 11. Defendants admit that the Everett School District has policies in place regarding  
4 covering classroom windows and locking classroom doors. Defendants admit that Sarah  
5 Kelsey was deposed on August 9, 2017. Defendants admit that Ms. Kelsey testified  
6 consistently with the quoted portion of her deposition testimony in this paragraph. Defendants  
7 deny the remaining allegations in this paragraph.

8 12. Defendants admit that the Everett School District had a policy prohibiting  
9 couches in classrooms. Defendants deny the remaining allegations in this paragraph.

10 13. Defendants deny the allegations in this paragraph.

11 14. Defendants lack sufficient information and knowledge to form a belief as to the  
12 allegations in this paragraph, and therefore deny the same.

13 15. Defendants lack sufficient information and knowledge to form a belief as to the  
14 allegations in this paragraph, and therefore deny the same.

15 16. Defendants admit that Kelly Keim was deposed on September 1, 2017.  
16 Defendants admit that Ms. Keim testified consistently with the quoted portion of her deposition  
17 testimony in this paragraph. Defendants lack sufficient information and knowledge to form a  
18 belief as to the remaining allegations in this paragraph, and therefore deny the same.

19 17. Defendants admit that Kelly Keim was deposed on September 1, 2017.  
20 Defendants admit that Ms. Keim testified consistently with the quoted portion of her deposition  
21 testimony in this paragraph. Defendants deny all Plaintiff’s characterization of Ms. Keim’s  
22 testimony. Defendant Cathy Woods denies that she ever told Michelle Crews that she was  
23 being gossipy. Defendants further admit that Michelle Crews testified on September 26, 2017  
24 that Cathy Woods never told her that she was being gossipy.

25 18. Defendants deny that they knowingly allowed Mr. Verver to groom or  
manipulate A.G for any type of sexual contact. Defendants lack sufficient information and

1 knowledge to form a belief as to the remaining allegations in this paragraph, and therefore deny  
2 the same.

3 19. Defendants deny that they knowingly allowed Mr. Verver to groom or  
4 manipulate A.G for any type of sexual contact. Defendants lack sufficient information and  
5 knowledge to form a belief as to the remaining allegations in this paragraph, and therefore deny  
6 the same.

7 20. Defendants deny that they knowingly allowed Mr. Verver to groom or  
8 manipulate A.G for any type of sexual contact. Defendants lack sufficient information and  
9 knowledge to form a belief as to the remaining allegations in this paragraph, and therefore deny  
10 the same.

11 21. Defendants deny that they knowingly allowed Mr. Verver to groom or  
12 manipulate A.G for any type of sexual contact. Defendants lack sufficient information and  
13 knowledge to form a belief as to the remaining allegations in this paragraph, and therefore deny  
14 the same.

15 22. Defendants deny that they knowingly allowed Mr. Verver to groom or  
16 manipulate A.G for any type of sexual contact. Defendants lack sufficient information and  
17 knowledge to form a belief as to the remaining allegations in this paragraph, and therefore deny  
18 the same.

19 23. Defendants deny that they knowingly allowed Mr. Verver to groom or  
20 manipulate A.G for any type of sexual contact. Defendants lack sufficient information and  
21 knowledge to form a belief as to the remaining allegations in this paragraph, and therefore deny  
22 the same.

23 24. Defendants deny that they knowingly allowed Mr. Verver to groom or  
24 manipulate A.G for any type of sexual contact. Defendants lack sufficient information and  
25 knowledge to form a belief as to the remaining allegations in this paragraph, and therefore deny  
the same.

1           25. Defendants deny that they knowingly allowed Mr. Verver to groom or  
2 manipulate A.G for any type of sexual contact. Defendants lack sufficient information and  
3 knowledge to form a belief as to the remaining allegations in this paragraph, and therefore deny  
4 the same.

5           26. Defendants deny that they knowingly allowed Mr. Verver to groom or  
6 manipulate A.G for any type of sexual contact. Defendants lack sufficient information and  
7 knowledge to form a belief as to the remaining allegations in this paragraph, and therefore deny  
8 the same.

9           27. Defendants lack sufficient information and knowledge to form a belief as to the  
10 allegations in this paragraph, and therefore deny the same.

11           28. Defendants lack sufficient information and knowledge to form a belief as to the  
12 allegations in this paragraph, and therefore deny the same.

13           29. Defendants deny that they had any notice that Mr. Verver was having any sexual  
14 contact with A.G. Defendant Cathy Woods denies that A.G.'s brother ever reported seeing Mr.  
15 Verver and A.G. kissing. Defendant Cathy Woods admits that she received a complaint that  
16 A.G.'s brother had seen Mr. Verver and A.G. hugging. Defendant Cathy Woods admits that  
17 she met with A.G.'s father during A.G.'s senior year. Unless expressly admitted, Defendants  
18 deny the allegations in this paragraph.

19           30. Defendants deny that they had any notice that Mr. Verver was having any sexual  
20 contact with A.G. Defendant Cathy Woods admits that she met with A.G.'s father in 2010,  
21 and that A.G. was present as well. Defendant Cathy Woods denies that she received any report  
22 that Mr. Verver was seen kissing A.G. Defendant Cathy Woods admits that she asked A.G.  
23 about the hug, and that A.G. replied that she had been upset about possibly not walking at  
24 graduation, and that Mr. Verver had been giving her a comforting hug. Defendant Cathy  
25 Woods further admits that she asked Mr. Verver about the hug, and Mr. Verver account was the  
same as A.G. Defendants deny all remaining allegations in this paragraph.

1           31. Defendants deny that they had any notice that Mr. Verver was having any sexual  
2 contact with A.G. Defendants lack sufficient information and knowledge to form a belief as to  
3 the remaining allegations in this paragraph, and therefore deny the same.

4           32. Defendants deny that they had any notice that Mr. Verver was having any sexual  
5 contact with A.G. Defendants lack sufficient information and knowledge to form a belief as to  
6 the remaining allegations in this paragraph, and therefore deny the same.

7           33. Defendants deny that they had any notice that Mr. Verver was having any sexual  
8 contact with A.G. Defendants lack sufficient information and knowledge to form a belief as to  
9 the remaining allegations in this paragraph, and therefore deny the same.

10           34. Defendants deny that they had any notice that Mr. Verver was having any sexual  
11 contact with A.G. Defendant Cathy Woods denies that she ever walked in on Mr. Verver  
12 sexually abusing or contacting A.G. in any manner, or that she ever received any reports that  
13 Mr. Verver was grooming or touching A.G. Defendant Cathy Woods admits that she routinely  
14 reminded all Cascade High School staff members, including Mr. Verver, to keep their doors  
15 open. Defendants lack sufficient information and knowledge to form a belief as to the  
16 remaining allegations in this paragraph, and therefore deny the same.

17           35. Defendants deny that they had any notice that Mr. Verver was having any sexual  
18 contact with A.G. Defendants lack sufficient information and knowledge to form a belief as to  
19 the remaining allegations in this paragraph, and therefore deny the same.

20           36. Defendants deny that they had any notice that Mr. Verver was having any sexual  
21 contact with A.G. Defendants lack sufficient information and knowledge to form a belief as to  
22 the remaining allegations in this paragraph, and therefore deny the same.

23           37. Defendants deny that they had any notice that Mr. Verver was having any sexual  
24 contact with A.G. Defendants lack sufficient information and knowledge to form a belief as to  
25 the remaining allegations in this paragraph, or the remaining allegations consist of legal  
argument, and Defendants therefore deny the same.

38. The allegations in this paragraph consist of legal argument and do not require an answer, to the extent an answer is required, Defendants deny the same.

39. Defendants deny that they had any knowledge or notice that Mr. Verver was engaging in any sexual contact with any students. The remaining allegations in this paragraph consist of legal argument and do not require an answer, to the extent an answer is required, Defendants deny the same.

40. Defendants deny that they had any knowledge or notice that Mr. Verver was engaging in any sexual contact with A.G. The remaining allegations in this paragraph consist of legal argument and do not require an answer, to the extent an answer is required, Defendants deny the same.

41. Defendants lack sufficient information and knowledge to form a belief as to the allegations in this paragraph, and therefore deny the same.

42. Defendants lack sufficient information and knowledge to form a belief as to the allegations in this paragraph, and therefore deny the same.

43. Defendants lack sufficient information and knowledge to form a belief as to the allegations in this paragraph, and therefore deny the same.

44. The allegations in this paragraph consist of legal argument and do not require an answer, to the extent an answer is required, Defendants deny the same.

45. The allegations in this paragraph consist of legal argument and do not require an answer, to the extent an answer is required, Defendants deny the same.

#### IV.

46. This paragraph contains, in part, allegations against Defendant Craig Verver that require no response by Defendants Everett School District, Cathy Woods, or James Dean. The allegations contained in this paragraph are denied as to Defendants Everett School District, Cathy Woods, and James Dean. In addition, the term “deliberate indifference” calls for a legal conclusion therefore Defendants refer to the Court and denies the same. To the extent this



1 paragraph sets forth anything further or differently against Defendants, Defendants deny the  
2 same.

3 47. This paragraph contains legal conclusions, and therefore Defendant Everett  
4 School District refers to the Court and denies the same.

5 48. This paragraph contains legal conclusions, and therefore Defendant Everett  
6 School District refers to the Court and denies the same.

7 49. This paragraph contains legal conclusions, and therefore Defendants refer to the  
8 Court and denies the same.

9 **V.**

10 50. This paragraph calls for a legal conclusion as to whether Plaintiff may amend  
11 her Complaint to assert additional claims, therefore Defendants refer to the Court and deny the  
12 same.

13 **VI.**

14 51. This paragraph of Plaintiff's Complaint for Damages does not set forth  
15 allegations that require an answer by Defendants.

16 Defendants demand that this action be tried before a jury.

17 **VII.**

18 52. Defendants deny that Plaintiff is entitled to any of the relief requested in  
19 subparagraphs (A) through (G).

20 As to any allegations contained in Plaintiff's Complaint for Damages to which an  
21 answer has not yet been given, Defendants expressly deny such allegations.

22 **AFFIRMATIVE DEFENSES**

23 BY WAY OF FURTHER ANSWER and without waiving any allegations previously  
24 denied and without conceding it has the burden of proof as to any of the stated defenses,  
25 Defendants Everett School District. Cathy Woods, and James Dean, assert the following  
affirmative defenses:

DEFENDANTS EVERETT SCHOOL DISTRICT,  
CATHY WOODS, AND JAMES DEAN'S ANSWER  
TO COMPLAINT - 8  
No. 2:17-CV-01409  
641966

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2. Defendants Cathy Woods and James Dean are entitled to the defense of qualified immunity;

3. Plaintiff's injuries and damages, if any, were proximately caused or contributed to by the fault of Mr. Verver, a party for whom Defendants Everett School District, Cathy Woods, and James Dean have no responsibility, whether direct or vicarious;

4. Defendant Everett School District is not vicariously liable for the alleged acts of Mr. Verver because his alleged conduct was not within the course and scope of his employment with the Everett School District;

5. Under the laws of the State of Washington, Defendants Everett School District and Carol Whitehead are entitled to an allocation of fault under RCW 4.22.070;

6. Pursuant to the laws of the State of Washington, Plaintiff's alleged injuries and damages, if any, must be segregated from those caused by the intentional misconduct of Mr. Verver. *See, e.g., Tegman v. Accident and Medical Investigations, Inc.*, 150 Wn. 2d 102, 75 P. 2d 497 (2003).

7. An award of punitive damages is not available against Defendant Everett School District;

8. Plaintiff's alleged injuries and damages, if any, were proximately caused by independent intervening and superseding acts or omissions done by persons other than Defendants Everett School District and Carol Whitehead; and

9. Plaintiff has failed to mitigate her alleged injuries and damages, if any.

## RESERVATION OF RIGHTS

Defendants Everett School District, Cathy Woods, and James Dean reserve the right to amend their Answer to Plaintiff's Complaint for Damages by way of adding additional affirmative defenses and counterclaims, as may be warranted by discovery.

**PRAYER FOR RELIEF**

WHEREFORE, having fully answered Plaintiff's Complaint for Damages, Defendants Everett School District, Cathy Woods, and James Dean pray for judgment as follows:

1. For judgment against the Plaintiff, dismissing Plaintiff's claims with prejudice and without costs to Plaintiff; and

2. For such other and further relief as this Court deems proper, just, and equitable.

DATED this 17<sup>th</sup> day of October, 2017.

PATTERSON BUCHANAN  
FOBES & LEITCH, INC., P.S.

By: 

Michael A. Patterson, WSBA No. 7976  
Haley E. Moore, WSBA No. 48076  
Of Attorneys for Defendant EVERETT  
SCHOOL DISTRICT  
2112 Third Avenue, Suite 500  
Seattle, WA 98121  
[map@pattersonbuchanan.com](mailto:map@pattersonbuchanan.com)  
[hem@pattersonbuchanan.com](mailto:hem@pattersonbuchanan.com)

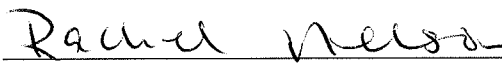
# **CERTIFICATE OF SERVICE**

I, Rachel Nelson, hereby certify that on this 18<sup>th</sup> day of October, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following individual(s):

ATTORNEY NAME & ADDRESS	METHOD OF DELIVERY
Mr. Darrell L. Cochran Mr. Kevin Hastings Pfau Cochran Vertetis Amala PLLC 911 Pacific Ave., Ste. 200 Tacoma, WA 98402	<input checked="" type="checkbox"/> Email <input type="checkbox"/> U.S. Mail
Mr. Mark Giuliano Mr. Michael J. Andrews Cogdill Nichols Rein Wartelle Andrews 3232 Rockefeller Avenue Everett, WA 98201	<input checked="" type="checkbox"/> Email <input type="checkbox"/> U.S. Mail

I certify under penalty of perjury, under the laws of the State of Washington, that the foregoing is true and correct.

DATED this 18<sup>th</sup> day of October, 2017, at Seattle, Washington.

  
 Rachel Nelson  
 Legal Assistant